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9 **UNITED STATES DISTRICT COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA**

11 SHERI WATSON, as an individual and
on behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 REGIS CORPORATION, an unknown
corporation; and DOES 1 through 50,
inclusive,

15 Defendants.

Case No.: 2:15-cv-01484-SVW-JC

[Hon. Jacqueline Chooljian,
Courtroom 20]

16 **STIPULATED PROTECTIVE
ORDER**

Date Filed: January 20, 2015

1 1. A. PURPOSES AND LIMITATIONS

2 As the parties have represented that discovery in this action is likely to
3 involve production of confidential, proprietary, or private information for which
4 special protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted, this Court enters the following
6 Protective Order. This Order does not confer blanket protections on all
7 disclosures or responses to discovery. The protection it affords from public
8 disclosure and use extends only to the limited information or items that are
9 entitled to confidential treatment under the applicable legal principles. Further, as
10 set forth in Section 12.3, below, this Protective Order does not entitle the parties
11 to file confidential information under seal. Rather, when the parties seek
12 permission from the court to file material under seal, the parties must comply
13 with Civil Local Rule 79-5 and with any pertinent orders of the assigned District
14 Judge and Magistrate Judge, including any procedures adopted under the Pilot
15 Project for the Electronic Submission and Filing of Under Seal Documents.

16 B. GOOD CAUSE STATEMENT

17 In light of the nature of the claims and allegations in this case and the
18 parties' representations that discovery in this case will involve the production of
19 confidential records, and in order to expedite the flow of information, to facilitate
20 the prompt resolution of disputes over confidentiality of discovery materials, to
21 adequately protect information the parties are entitled to keep confidential, to
22 ensure that the parties are permitted reasonable necessary uses of such material in
23 connection with this action, to address their handling of such material at the end
24 of the litigation, and to serve the ends of justice, a protective order for such
25 information is justified in this matter. The parties shall not designate any
26 information/documents as confidential without a good faith belief that such
27 information/documents have been maintained in a confidential, non-public
28

1 manner, and that there is good cause or a compelling reason why it should not be
2 part of the public record of this case.

3 2. DEFINITIONS

4 2.1 Action: The instant action: *Watson v. Regis Corporation*. Case No.
5 2:15-cv-01484-SVW-JC.

6 2.2 Challenging Party: a Party or Non-Party that challenges the designation
7 of information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
11 the Good Cause Statement.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 2.6 Disclosure or Discovery Material: all items or information, regardless
18 of the medium or manner in which it is generated, stored, or maintained
19 (including, among other things, testimony, transcripts, and tangible things), that
20 are produced or generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve
23 as an expert witness or as a consultant in this Action.

24 2.8 House Counsel: attorneys who are employees of a party to this Action.
25 House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association, or
28 other legal entity not named as a Party to this action.

1 2.10 Outside Counsel of Record: attorneys who are not employees of a
 2 party to this Action but are retained to represent or advise a party to this Action
 3 and have appeared in this Action on behalf of that party or are affiliated with a
 4 law firm which has appeared on behalf of that party, and includes support staff.

5 2.11 Party: any party to this Action, including all of its officers, directors,
 6 employees, consultants, retained experts, and Outside Counsel of Record (and
 7 their support staffs).

8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
 9 Discovery Material in this Action.

10 2.13 Professional Vendors: persons or entities that provide litigation
 11 support services (e.g., photocopying, videotaping, translating, preparing exhibits
 12 or demonstrations, and organizing, storing, or retrieving data in any form or
 13 medium) and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is
 15 designated as "CONFIDENTIAL."

16 2.15 Receiving Party: a Party that receives Disclosure or Discovery
 17 Material from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Order cover not only Protected Material
 20 (as defined above), but also (1) any information copied or extracted from
 21 Protected Material; (2) all copies, excerpts, summaries, or compilations of
 22 Protected Material; and (3) any deposition testimony, conversations, or
 23 presentations by Parties or their Counsel that might reveal Protected Material,
 24 other than during a court hearing or at trial.

25 Any use of Protected Material during a court hearing or at trial shall be
 26 governed by the orders of the presiding judge. This Order does not govern the use
 27 of Protected Material during a court hearing or at trial.
 28

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
6 with or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
8 including the time limits for filing any motions or applications for extension of
9 time pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under
13 this Order must take care to limit any such designation to specific material that
14 qualifies under the appropriate standards. The Designating Party must designate
15 for protection only those parts of material, documents, items, or oral or written
16 communications that qualify so that other portions of the material, documents,
17 items, or communications for which protection is not warranted are not swept
18 unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited.
20 Designations that are shown to be clearly unjustified or that have been made for
21 an improper purpose (e.g., to unnecessarily encumber the case development
22 process or to impose unnecessary expenses and burdens on other parties) may
23 expose the Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that
25 it designated for protection do not qualify for protection, that Designating Party
26 must promptly notify all other Parties that it is withdrawing the inapplicable
27 designation.
28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for
4 protection under this Order must be clearly so designated before the material is
5 disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions), that the Producing Party
9 affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
10 “CONFIDENTIAL legend”), to each page that contains protected material. If
11 only a portion or portions of the material on a page qualifies for protection, the
12 Producing Party also must clearly identify the protected portion(s) (e.g., by
13 making appropriate markings in the margins).

14 A Party or Non-Party that makes original documents available for
15 inspection need not designate them for protection until after the inspecting Party
16 has indicated which documents it would like copied and produced. During the
17 inspection and before the designation, all of the material made available for
18 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
19 identified the documents it wants copied and produced, the Producing Party must
20 determine which documents, or portions thereof, qualify for protection under this
21 Order. Then, before producing the specified documents, the Producing Party
22 must affix the “CONFIDENTIAL legend” to each page that contains Protected
23 Material. If only a portion or portions of the material on a page qualifies for
24 protection, the Producing Party also must clearly identify the protected portion(s)
25 (e.g., by making appropriate markings in the margins).

26 (b) for testimony given in depositions that the Designating Party identifies
27 on the record, before the close of the deposition as protected testimony.
28

1 (c) for information produced in some form other than documentary
2 excepting electronic data contained within a computer system (addressed below)
3 and for any other tangible items, that the Producing Party affix in a prominent
4 place on the exterior of the container or containers in which the information is
5 stored the legend "CONFIDENTIAL." If only a portion or portions of the
6 information warrants protection, the Producing Party, to the extent practicable,
7 shall identify the protected portion(s).

8 (d) for electronic data contained within a computer system or other similar
9 operating system (e.g., phone) produced for inspection to a computer expert, the
10 Producing Party affix in a prominent place on the exterior of the container or
11 containers in which the information is stored the legend "CONFIDENTIAL."
12 The expert will image the systems on which the data is maintained and will
13 maintain the full image in confidence with the Producing Party. The expert will
14 generate a report showing by description of general categories only the full
15 contents of the systems accessed, which will be provided to the Parties. The
16 Producing Party/Designating Party will have the opportunity to identify any
17 information that it is unwilling to provide as responsive. The expert will then
18 remove the information the Producing Party/Designating Party has identified and
19 provide the rest to the Parties, so that the Parties only receive information that
20 Producing Party/Designating Party has identified. The expert shall maintain the
21 information not identified in full confidence with Producing Party/Designating
22 Party and from all other Parties, specifically including the image and any
23 information the expert may have observed as part of the imaging and sorting
24 work performed. The expert shall perform all work to eliminate the opportunity,
25 or if such is not reasonably practical, to minimize the opportunity to read or
26 review the actual information maintained within the computer systems. The
27 expert (and all employees of expert working with CONFIDENTIAL information)
28 shall sign Exhibit A confirming the expert and each individual's agreement.

Challenges to a “CONFIDENTIAL” designation under this part will be governed by the rules in this order.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of Section 13 below. Protected
 2 Material must be stored and maintained by a Receiving Party at a location and in
 3 a secure manner that ensures that access is limited to the persons authorized
 4 under this Order.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 6 otherwise ordered by the court or permitted in writing by the Designating Party, a
 7 Receiving Party may disclose any information or item designated
 8 “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
 10 as employees of said Outside Counsel of Record to whom it is reasonably
 11 necessary to disclose the information for this Action;

12 (b) the officers, directors, and employees (including House Counsel) of the
 13 Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
 15 disclosure is reasonably necessary for this Action and who have signed the
 16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional
 20 Vendors to whom disclosure is reasonably necessary for this Action and who
 21 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (g) the author or recipient of a document containing the information or a
 23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses, and attorneys for witnesses, in the
 25 Action to whom disclosure is reasonably necessary provided: (1) the deposing
 26 party requests that the witness sign the “Acknowledgment and Agreement to Be
 27 Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to
 28 keep any confidential information unless they sign the “Acknowledgment and

1 Agreement to Be Bound” attached as Exhibit A, unless otherwise agreed by the
 2 Designating Party or ordered by the court. Pages of transcribed deposition
 3 testimony or exhibits to depositions that reveal Protected Material may be
 4 separately bound by the court reporter and may not be disclosed to anyone except
 5 as permitted under this Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
 7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 9 OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other
 11 litigation that compels disclosure of any information or items designated in this
 12 Action as “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification
 14 shall include a copy of the subpoena or court order unless prohibited by law;

15 (b) promptly notify in writing the party who caused the subpoena or order
 16 to issue in the other litigation that some or all of the material covered by the
 17 subpoena or order is subject to this Protective Order. Such notification shall
 18 include a copy of this Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be
 20 pursued by the Designating Party whose Protected Material may be affected. If
 21 the Designating Party timely seeks a protective order, the Party served with the
 22 subpoena or court order shall not produce any information designated in this
 23 action as “CONFIDENTIAL” before a determination by the court from which the
 24 subpoena or order issued, unless the Party has obtained the Designating Party’s
 25 permission, or unless otherwise required by the law or court order. The
 26 Designating Party shall bear the burden and expense of seeking protection in that
 27 court of its confidential material and nothing in these provisions should be
 28

1 construed as authorizing or encouraging a Receiving Party in this Action to
2 disobey a lawful directive from another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
4 PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by a
6 Non-Party in this Action and designated as "CONFIDENTIAL." Such
7 information produced by Non-Parties in connection with this litigation is
8 protected by the remedies and relief provided by this Order. Nothing in these
9 provisions should be construed as prohibiting a Non-Party from seeking
10 additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-Party that
16 some or all of the information requested is subject to a confidentiality agreement
17 with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Protective Order in
19 this Action, the relevant discovery request(s), and a reasonably specific
20 description of the information requested; and

21 (3) make the information requested available for inspection by the Non-
22 Party, if requested.

23 (c) If a Non-Party represented by counsel fails to commence the process
24 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the
25 notice and accompanying information or fails contemporaneously to notify the
26 Receiving Party that it has done so, the Receiving Party may produce the Non-
27 Party's confidential information responsive to the discovery request. If an
28 unrepresented Non-Party fails to seek a protective order from this court within 14

1 days of receiving the notice and accompanying information, the Receiving Party
 2 may produce the Non-Party's confidential information responsive to the
 3 discovery request. If the Non-Party timely seeks a protective order, the Receiving
 4 Party shall not produce any information in its possession or control that is subject
 5 to the confidentiality agreement with the Non-Party before a determination by the
 6 court unless otherwise required by the law or court order. Absent a court order to
 7 the contrary, the Non-Party shall bear the burden and expense of seeking
 8 protection in this court of its Protected Material.

9 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has
 11 disclosed Protected Material to any person or in any circumstance not authorized
 12 under this Protective Order, the Receiving Party must immediately (a) notify in
 13 writing the Designating Party of the unauthorized disclosures, (b) use its best
 14 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
 15 person or persons to whom unauthorized disclosures were made of all the terms
 16 of this Order, and (d) request such person or persons to execute the
 17 "Acknowledgment and Agreement to Be Bound" that is attached hereto as
 18 Exhibit A.

19 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 20 **PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that certain
 22 inadvertently produced material is subject to a claim of privilege or other
 23 protection, the obligations of the Receiving Parties are those set forth in Federal
 24 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 25 whatever procedure may be established in an e-discovery order that provides for
 26 production without prior privilege review. Pursuant to Federal Rule of Evidence
 27 502(d) and (e), insofar as the parties reach an agreement on the effect of
 28 disclosure of a communication or information covered by the attorney-client

1 privilege or work product protection, the parties may incorporate their agreement
2 into this Protective Order.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of
5 any person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. No Party waives any right it
7 otherwise would have to object to disclosing or producing any information or
8 item on any ground not addressed in this Protective Order. Similarly, no Party
9 waives any right to object on any ground to use in evidence of any of the material
10 covered by this Protective Order. 12.3 Filing Protected Material. A Party that
11 seeks to file under seal any Protected Material must comply with Civil Local
12 Rule 79-5 and with any pertinent orders of the assigned District Judge and
13 Magistrate Judge, including any procedures adopted under the Pilot Project for
14 the Electronic Submission and Filing of Under Seal Documents. Protected
15 Material may only be filed under seal pursuant to a court order authorizing the
16 sealing of the specific Protected Material at issue. If a Party's request to file
17 Protected Material under seal is denied by the court, then the Receiving Party
18 may file the information in the public record unless otherwise instructed by the
19 court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in Section 4, within 60
22 days of a written request by the Designating Party, each Receiving Party must
23 return all Protected Material to the Producing Party or destroy such material. As
24 used in this subdivision, "all Protected Material" includes all copies, abstracts,
25 compilations, summaries, and any other format reproducing or capturing any of
26 the Protected Material. Whether the Protected Material is returned or destroyed,
27 the Receiving Party must submit a written certification to the Producing Party
28 (and, if not the same person or entity, to the Designating Party) by the 60 day

1 deadline that (1) identifies (by category, where appropriate) all the Protected
2 Material that was returned or destroyed and (2) affirms that the Receiving Party
3 has not retained any copies, abstracts, compilations, summaries or any other
4 format reproducing or capturing any of the Protected Material. Notwithstanding
5 this provision, Counsel are entitled to retain an archival copy of all pleadings,
6 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
7 correspondence, deposition and trial exhibits, expert reports, attorney work
8 product, and consultant and expert work product, even if such materials contain
9 Protected Material. Any such archival copies that contain or constitute Protected
10 Material remain subject to this Protective Order as set forth in Section 4.

11 14. Any violation of this Order may be punished by any and all appropriate
12 measures including, without limitation, contempt proceedings and/or monetary
13 sanctions.

14 **IT IS SO STIPULATED.**

15 DATED: July 24, 2015

LAW OFFICES OF KENNETH H. YOON

16
17 By: /s/ Stephanie E. Yasuda
18 Kenneth H. Yoon
19 Stephanie E. Yasuda
20 Attorneys for Plaintiff Sheri Watson
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1 DATED: July 24, 2015

SEYFARTH SHAW LLP

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3 By: /s/ Emily E. Barker

4 Catherine M. Dacre

5 Emily E. Barker

6 Attorneys for Defendant Regis Corporation
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Protective Order that was issued
 by the United States District Court for the Central District of California on July
 24, 2015 in the case of Sheri Watson v. Regis Corporation, et al., No. CV 15-
 1484 SVW(JCx). I agree to comply with and to be bound by all the terms of this
 Protective Order and I understand and acknowledge that failure to so comply
 could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____
 [print or type full name] of _____
 [print or type full address and telephone number] as my California agent for
 service of process in connection with this action or any proceedings related to
 enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

ORDER

Having reviewed and considered the foregoing Stipulated Protective Order, and good cause appearing for same,

IT IS SO ORDERED.

Dated: July 24, 2015

/s/

Hon. Jacqueline Chooljian
United States Magistrate Judge